

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

Mawson Infrastructure Group, Inc.,

Alleged Debtor.

Chapter 11

Case No. 24-12726 (MFW)

**DECLARATION OF KEITH H. WOFFORD IN SUPPORT OF
REPLY OF CELSIUS NETWORK LIMITED TO
MAWSON INFRASTRUCTURE GROUP, INC.'S OBJECTION TO
MOTION OF CELSIUS NETWORK LIMITED FOR RELIEF
FROM THE AUTOMATIC STAY PURSUANT TO 11 U.S.C. § 362(d)**

I, Keith H. Wofford, hereby declare:

1. I am a partner at the law firm of White & Case LLP and counsel to Celsius Network Limited and Celsius Mining LLC in the above-captioned matter. I respectfully submit this declaration in support of the Reply of Celsius Network Limited to Mawson Infrastructure Group, Inc.'s Objection to Motion of Celsius Network Limited for Relief from the Automatic Stay Pursuant to 11 U.S.C. § 362(d) (the “**Reply**”).¹

2. At **Exhibit A** to this declaration are true and correct copies of the Celsius Rule 34 Request (without exhibits) dated November 15, 2024, Mawson's Response Letter dated November 20, 2024, Celsius's reply dated November 22, 2024, and the Arbitrator's ruling on the request dated November 23, 2024.

¹ All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Reply.

3. At **Exhibit B** to this declaration is a true and correct copy of the Secured Promissory Note issued by Luna Squares LLC for the benefit of Celsius Mining LLC on February 23, 2022 (the “**Promissory Note**”). Celsius Mining LLC assigned all rights, title and interest in and to the Promissory Note to Celsius Network Limited pursuant to an Assignment and Assumption Agreement effective as of February 23, 2022 (the “**Assignment Agreement**”).

4. At **Exhibit C** to this declaration is a true and correct copy of the Guaranty and Security Agreement by and among Celsius Mining LLC, Mawson Infrastructure Group, Inc., Luna Squares LLC and Cosmos Infrastructure LLC dated as of February 23, 2022. Celsius Mining LLC assigned all rights, title and interest in and to the Guaranty and Security Agreement to Celsius Network Limited pursuant to the Assignment Agreement.

5. At **Exhibit D** to this declaration are true and correct copies of Luna’s Rule 34 request dated February 5, 2024, Celsius’s response dated February 12, 2025, and the Procedural Order Denying Luna Rule R-34 Application dated February 13, 2025.

I declare, under penalty of perjury, that the foregoing is true and correct to the best of my knowledge, information and belief.

Executed in Miami, Florida

Dated: February 21, 2025

/s/ Keith H. Wofford
Keith H. Wofford